

UNIT PURCHASE AGREEMENT

(STEVE'S FROZEN CHILLERS OF ATLANTA, LLC)

This UNIT PURCHASE AGREEMENT ("**Agreement**"), is dated as of _____, 2014, but intended to be effective as of April __, 2014 ("**Closing Date**"), by and between _____, having the address set forth in Section 11 below ("**Purchaser**"), and THE UNITED STATES DEPARTMENT OF JUSTICE, acting by and through U.S. Customs and Border Protection ("**Seller**").

BACKGROUND

1. By virtue of a Final Order and Judgment of Forfeiture of the United States District Court for the Northern District of Georgia, Atlanta Division in Case No. 1:11-CR-449-CAP entered January 5, 2012 ("**Order**"), Seller owns 49% of the issued and outstanding equity units ("**Units**") of STEVE'S FROZEN CHILLERS OF ATLANTA, LLC, a Georgia limited liability company ("**Company**"), and Seller desires to sell the Units to the Purchaser.
2. Seller has engaged CWS Marketing Group, LLC as its agent ("**Seller's Agent**") to assist Seller in liquidating the Units.
3. The Company is engaged in the business of distributing frozen drink products and equipment to retail establishments ("**Business**").
4. Purchaser desires to purchase the Units from Seller upon the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants and promises as contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

Section 1. **Purchase and Sale of Units.** Upon the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell, transfer and convey to Purchaser all of Seller's right, title and interest in and to the Units as obtained by Seller pursuant to the Order, and Purchaser agrees to purchase the Units from Seller at the closing of the transactions contemplated by this Agreement ("**Closing**") on the Closing Date. The Closing Date will be thirty (30) days after this Agreement is signed by all parties or such earlier date as the parties may agree. The Closing will be consummated by Seller's Agent on a remote and electronic basis.

Section 2. **Purchase Price and Manner of Payment.** The purchase price for the Units ("**Purchase Price**") shall be \$_____, payable by Purchaser to Seller at the Closing in immediately available funds via wire transfer to an account to be designated by Seller's Agent

Section 3. **Deliverables at Closing.** At the Closing, Purchaser shall deliver the Purchase Price to Seller's Agent by wire transfer or other electronic funds transfer to an account designated by Seller's Agent for the benefit of Seller for distribution in accordance with the Order. Seller shall deliver an assignment to transfer and relinquish to the Purchaser all of Seller's right, title and interest in and to the Units in the form attached as Exhibit A ("**Assignment and Notice**").

Section 4. **Notice to Company.** Directly after the Closing, Seller will submit written notice to Company that Seller has assigned its interest in the Units to Purchaser by mailing a copy of the Assignment and Notice to the Company.

Section 5. **Purchaser Representations.** This Agreement has been duly executed and delivered by Purchaser and is a valid and binding obligation of Purchaser, enforceable in accordance with its terms. Purchaser is

acquiring the Units solely for Purchaser's own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Purchaser acknowledges that the Units are not registered under the Securities Act of 1933, as amended ("**Securities Act**"), or any state securities laws, and that the Units may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption from registration and subject to state securities laws and regulations, as applicable. Purchaser is an "accredited investor" under Rule 501(a) of Regulation D promulgated by the United States Securities and Exchange Commission under the Securities Act or may otherwise acquire the Units in compliance with the Securities Act. Purchaser is able to bear the economic risk of holding the Units for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment. Purchaser has conducted its own independent investigation, review and analysis of the Units, the Business and the Company. Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated by it, Purchaser has relied solely upon its own investigation; and (b) neither Seller nor Seller's Agent or any other person has made any representation or warranty to Purchaser, except as expressly set forth in Section 6 below.

Section 6. **Seller Representations.** This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller, enforceable in accordance with its terms. Seller's interest in the Units exists pursuant to the Order, and its interest in the Units is free and clear of any liens, charge, claim, encumbrance or security interest. NEITHER SELLER, SELLER'S AGENT NOR ANY OTHER PERSON HAS MADE OR MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE UNITS OR THE COMPANY, EITHER WRITTEN OR ORAL, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE UNITS OR COMPANY FURNISHED OR MADE AVAILABLE TO PURCHASER AND ITS REPRESENTATIVES OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR AS TO THE FUTURE REVENUE, PROFITABILITY OR SUCCESS OF THE COMPANY, OR ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW.

Section 7. **Limitation of Liability.** Seller's liability to Purchaser for any claim arising out of or relating to the transactions contemplated by this Agreement (whether based in contract or in tort) shall not exceed the Purchase Price.

Section 8. **Assignment.** This Agreement cannot be assigned by any party without the prior written consent of the other party to this Agreement.

Section 9. **Waiver.** The failure of either party to this Agreement to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of that or any other provision.

Section 10. **Severability.** In the event one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Section 11. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11):

If to Seller: CWS Marketing Group, LLC
c/o Audrey Ewell
10374 Battleview Parkway
Manassas, VA 20109

If to Purchaser: _____

Section 12. **Confidentiality.** The parties agree that the following information regarding the transaction shall be published on the U.S. Department of Treasury auction website: (1) the registered bidder's name, (2) the Units being sold, and (3) the purchase price for the Units. *Electronic Freedom of Information Act Amendments of 1996*, 5 U.S.C. 352 (2000). Otherwise, the parties agree that the terms and conditions of this Agreement shall remain confidential. Neither party shall disclose the terms and conditions of this Agreement, except as provided above or to the extent the party is compelled to disclose any information by judicial or administrative process or by other legal requirements.

Section 13. **Amendments.** This Agreement contains the entire understanding between the parties with respect to the purchase and sale of the Units, and no amendment shall be valid unless made in writing and signed by the parties.

Section 14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and federal laws and regulations pertaining to the sale of federally forfeited property. THE PARTIES AGREE THAT ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN ANY FEDERAL COURT HAVING JURISDICTION OVER THE PARTIES AND SUBJECT MATTER. The parties agree the venue for any dispute shall lie in the appropriate federal venue.

Section 15. **Further Assurances.** Following the Closing, each of the parties shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties have caused this Agreement to be executed effective as of the Effective Date.

Seller
By: CWS Marketing Group, LLC
Authorized Agent

Purchaser

By: _____

By: _____

Attachment

Exhibit A – Assignment and Notice

Exhibit A

ASSIGNMENT AND NOTICE (Steve's Frozen Chillers of Atlanta, LLC)

This **Assignment and Notice** ("Assignment"), effective as of _____, 2014 from the United States of America, acting by and through the U.S. Customs and Border Protection ("Assignor") to _____ ("Assignee"); with respect to Assignor's interest in Steve's Frozen Chillers of Atlanta, LLC, a Georgia limited liability company ("Company");

WITNESSETH:

WHEREAS, Assignor acquired rights to 49% of the outstanding membership interests in Company ("**Interest**") pursuant to a Final Order and Judgment of Forfeiture issued by the United States District Court for the Northern District of Georgia, Atlanta Division in case no. 1:11-CR-449-CAP on January 5, 2012;

WHEREAS, Assignor has agreed to sell the Interest to Assignee and to advise the Company of the sale and assignment of the Interest;

THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, the parties agree as follows:

1. **Assignment.** Assignor transfers, assigns, and conveys the Interest to Assignee.
2. **Assumption.** Assignee accepts the Interest and assumes all rights, duties and obligations as a Member of the Company.
3. **Notice.** Assignor will send a copy of this instrument to Company at the address indicated below..
4. **Successors and Assigns.** This Assignment shall be binding upon the successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment, effective as of the date first written above.

Assignor

Assignee

By: _____

By: _____

Copy to Company

Steve's Frozen Chillers of Atlanta, LLC